

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **August 9, 2005**

AGENDA ITEM NO.: 15

CONSENT:

REGULAR: **X**

CLOSED SESSION:  
(Confidential)

ACTION: **X**

INFORMATION:

**ITEM TITLE: Repeal of the Reversion Clause in a 1957 Deed Transferring Property to the Virginia Jaycees, Inc.**

**RECOMMENDATION:** Adopt a resolution agreeing to the repeal of the reversion clause in a 1957 deed transferring property to the Virginia Jaycees in exchange for the conveyance of a portion of the property to the City for a public crosswalk.

**SUMMARY:** The attached letter from legal counsel for the Virginia Jaycees provides background information. In 1957 the City conveyed property located at 1015 Miller Park Square to the Jaycees. The deed conveying the property included a reversion clause that would return the property to the City should the Jaycees cease using it. Presently, the City wishes to construct a public crosswalk to provide a safer path from a nearby parking lot to baseball fields in Miller Park. The need for such a crosswalk has been pointed out by Little League representatives and is acknowledged by Public Works Engineering. See the attached sketch for the location of the proposed crosswalk.

As the proposed crosswalk would require a small portion of the Jaycees' property, the Jaycees have asked that the reversion clause in the deed be removed as compensation for the property. Staff supports this request.

**PRIOR ACTION(S):** Transfer of the property to the Jaycees in 1957.

**FISCAL IMPACT:** None

**CONTACT(S):** Gerry Harter

**ATTACHMENT(S):** Letter from Jaycees' counsel, sketch of the proposed crosswalk, proposed resolution.

**REVIEWED BY:** lkp

## RESOLUTION

WHEREAS, in a deed dated August 31, 1957, the City conveyed a parcel of property located at 1015 Miller Park Square to the Virginia Junior Chamber of Commerce (the "Jaycees") for use as a headquarters within the City;

WHEREAS, the deed contained a reverter clause providing that in the event the Jaycees stopped using the property as its headquarters the property would revert back to the City;

WHEREAS, the City wishes to acquire a portion of the property at 1015 Miller Park Square for the construction a public crosswalk that will serve Miller Park;

WHEREAS, the Jaycees have offered to convey the property that is need for the crosswalk to the City without any charge if the City will agree to remove the reverter clause from the August 31, 1957, deed;

WHEREAS, the City administration believes the removal of the reverter clause from the August 31, 1957, deed in exchange for the conveyance of the property needed for the Miller Park crosswalk is in the City's best interests;

NOW, THEREFORE, BE IT RESOLVED by the Lynchburg City Council that in exchange for the Virginia Junior Chamber of Commerce conveying to the City a portion of the property that is located at 1015 Miller Park Square for use as a public crosswalk to Miller Park, the City hereby waives its right of reversion as set forth in the August 31, 1957, deed between the Virginia Junior Chamber of Commerce and the City.

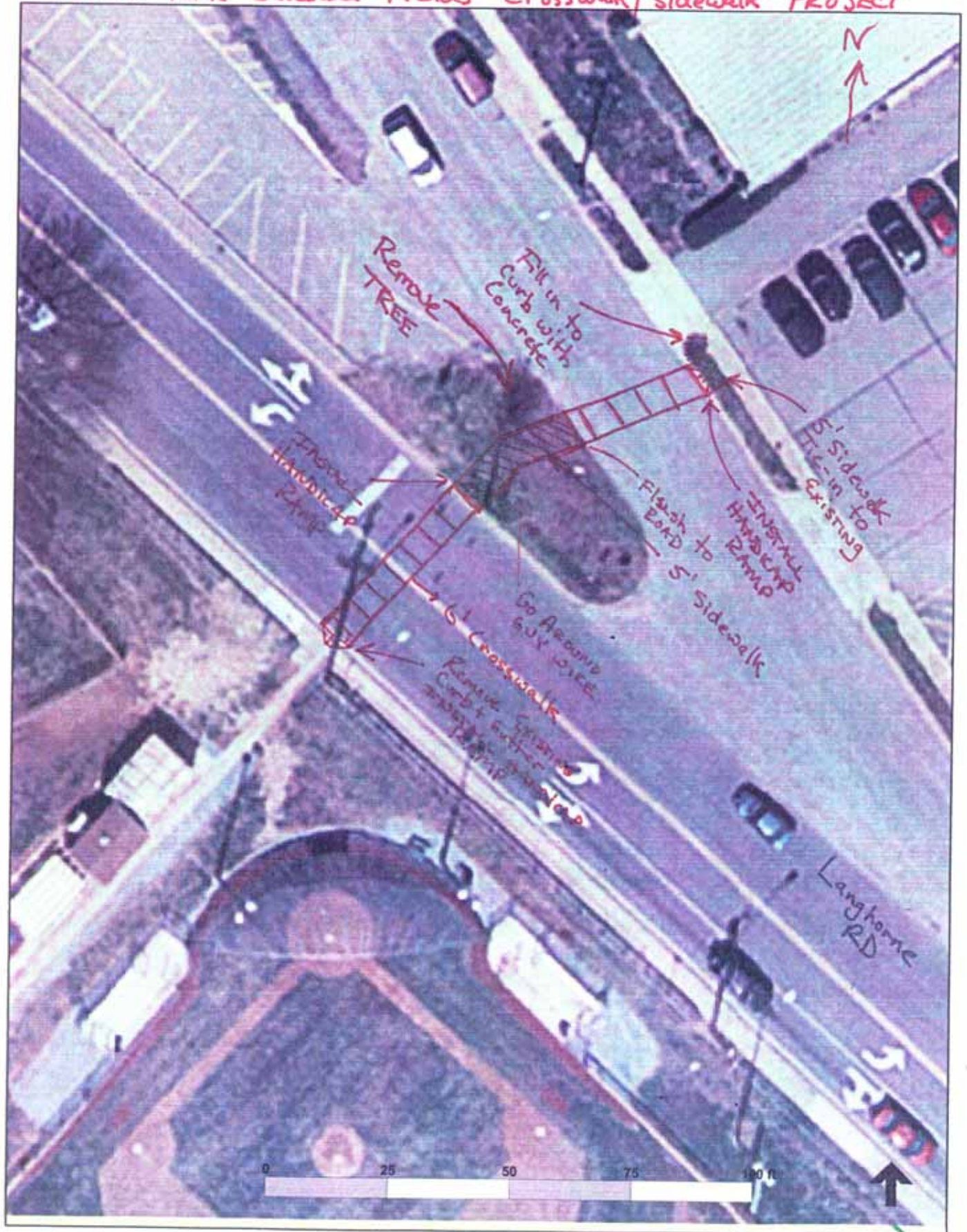
BE IT FURTHER RESOVLED that the City Manager is hereby authorized to prepare, execute and deliver any documents that may be necessary carry out the purpose of this resolution.

Adopted:

Certified: \_\_\_\_\_  
Clerk of Council

110L

# Miller Park Baseball Fields Crosswalk/Sidewalk PROJECT



THE LAW OFFICE OF  
**RICHARD E. HILL, JR., P.L.L.C.**  
www.richardehilljr.com

1001-A RICHMOND ROAD, SUITE 2W  
POST OFFICE BOX 3511  
WILLIAMSBURG, VIRGINIA 23187

Richard E. Hill, Jr., Esq.

(757) 259-0017  
(757) 259-0680 (FAX)  
richard@richardehilljr.com

June 30, 2005

Kimball Payne  
City Manager  
City of Lynchburg  
900 Church Street  
Lynchburg, VA 24504

Re: *Removal of Reverter Clause from Deed with Virginia Jaycees, Inc.*

Dear Mr. Payne:

I am the legal counsel for the Virginia Jaycees. As you are aware, we currently own the property at 1015 Miller Park Square.

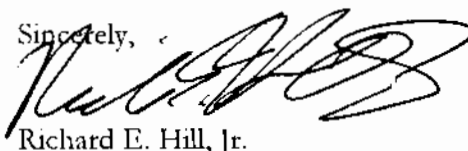
As you also know, this property was conveyed to us in 1957 by the City of Lynchburg subject to a reverter clause. The reverter clause would require a reversion of the entire property back to the City of Lynchburg in the event that we ever ceased using the office building that we have built thereon "primarily" for our "civic program." A copy of the deed is attached hereto.

We have been in discussion with Gerry Harter, your traffic engineer in the City of Lynchburg regarding conveying a portion of this property to the City for use in a crosswalk to Miller Park. We are favorably disposed to this proposal. As we pay taxes on the property, however, I'm sure that you can understand our desire to receive some compensation. In discussing the matter with Mr. Harter, it was brought to my attention that any removal of the reverter clause would need to come directly from the City Council.

On behalf of the Virginia Jaycees, I would ask that the city of Lynchburg agree to remove the reverter clause in the referenced deed in exchange for our conveyance of the requested parcel for use in the Miller Park Crosswalk. We would accept this as full compensation for the parcel.

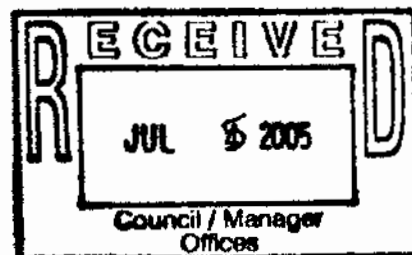
Thank you for your attention to this matter. If you have any questions on this, please do not hesitate to contact me at the number indicated above.

Sincerely,



Richard E. Hill, Jr.

Cc: File  
Beth Fujishige  
Debra Patrick



THIS DEED made this 31<sup>st</sup> day of August, 1957 by and between the CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of Virginia, party of the first part and VIRGINIA JUNIOR CHAMBER OF COMMERCE, INCORPORATED, party of the second part.

W I T N E S S E T H :

WHEREAS, the said party of the second part has advised the City Council of the City of Lynchburg that it desired to establish in said City the State Headquarters for said organization, and proposes to erect a new office building to house its activities should the City be disposed to furnish a suitable site for same; and

WHEREAS, said party of the second part has requested of Council that the City convey to the party of the second part for said purposes, the hereinafter described tract or parcel of land which the City is not now using for any purpose whatsoever; and

WHEREAS, Council being of the opinion, that the City has no use for said property either now or in the foreseeable future, and further being of the opinion that the establishment of the State Headquarters of said organization in the City of Lynchburg will be of great benefit to the City, has agreed to convey to the party of the second part the hereinafter described property on the terms and conditions, hereinafter set forth:

NOW, THEREFORE, THIS DEED FURTHER WITNESSETH:

That for and in consideration of the sum of one dollar (\$1.00) cash in hand paid to the party of the first part by the party of the second part, and other valuable considerations, the receipt whereof is hereby acknowledged, the party of the first part doth hereby grant, bargain, sell and convey with General Warranty of title, unto the said party of the second part, the following described real estate, situate, lying and being in the City of Lynchburg, Virginia, to-wit:

All that certain triangular tract or parcel of land, together with all and singular the privileges and appurtenances thereunto belonging, bounded by the street lines of Forest Street, Park Avenue and Millar Park Square as shown outlined in red on a plat entitled "Property to be Deeded by City of



4203

Lynchburg to Union Chamber of Commerce at Miller Park", made by the Department of Public Works of the City of Lynchburg, Virginia, dated August 28, 1957, designated File No. A-1165, a copy of which plat is hereto attached as a part hereof, and more particularly described thereon as follows; to-wit:

Beginning at the point of tangent of the curve line connecting Park Avenue with the westerly line of Miller Park Square, thence along said line of Miller Park Square S31° 55' E. 325.19 feet to a point; thence along a curved line to the right with a radius of 5.00 feet for a distance of 16.03 feet to a point on the easterly line of Forest Street; thence along said line of Forest Street N. 141° 06' W. 384.36 feet to a point; thence along a curved line to the right with a radius of 10.00 feet for a distance of 22.91 feet to a point on the southerly line of Park Avenue; thence along said line of Park Avenue N. 87° 10' E. 69.75 feet to a point; thence along a curved line to the right with a radius of 30.00 feet for a distance of 31.90 feet to the point of beginning on the westerly line of Miller Park Square.

The above described and conveyed property is a portion of the same property conveyed to the City of Lynchburg, Virginia by deed from James G. Brooks and Mary M. Brooks, his wife, and others, dated the 4th day of November 1881, and of record in the Clerk's Office of the Circuit Court of Campbell County, Virginia in Deed Book No. 42, at page 568, to which deed reference is here made for a further description of said property. This portion of the City was annexed from Campbell County on January 1, 1908.

To Have and To Hold the above described and conveyed property unto the party of the second part forever, upon condition, however, that the said party of the second part shall, within a period of eighteen months from the date of this instrument, construct upon the aforesaid conveyed premises an office building with required off-street parking facilities to be used primarily by the party of the second part as its State Headquarters Office for its Civic Program, it being expressly understood and agreed between the parties hereto that such portion of said office building, not needed by the party of the second part for its activities, may be leased to others for office use only, and shall, from and after the completion of said building, perpetually and continuously keep, maintain and use said office building primarily for the conduct of its Civic Program; and upon the further conditions that, if said party of the second part, shall fail, neglect, or omit to construct upon the aforesaid conveyed premises such office building, and if and whenever the said party of the second part shall fail continuously and perpetually to keep, maintain and use such office building upon the said

conveyed premises primarily for the conduct of its Civic Program, then, and in any such events, the said property shall revert to, and the title shall vest in, the City of Lynchburg, with the same force and effect as if this deed had not been made, executed, or delivered.

The reversion of title to the City of Lynchburg by reason of non-use as above set out shall not apply, however, in the case of destruction of said building or the rendering of same as unfit for use by reason of fire, the elements or act of God, provided said building is restored, and the primary use of same by the party of the second part is resumed within two years after the happening of such event.

Nor shall the provisions for reversion of title to the City of Lynchburg apply during the period of War or other Civil strife, during which period the use of said building by the party of the second part may be discontinued temporarily during the period of hostilities, provided the primary use of said building by the party of the second part is resumed within two years following the cessation of hostilities.

The party of the first part covenants that it is seized in fee simple of the property hereinbefore described and conveyed and has the right to convey the same; that it has done no act to encumber the same; that the grantee herein shall have quiet and peaceful possession of said property, free from all encumbrances; and that it will execute such other and further assurances of title as may be requisite.

IN TESTIMONY WHEREOF, the City of Lynchburg has caused this deed to be executed on its behalf by Robert D. Morrison, its City Manager, with its corporate seal affixed and attested by Owen L. Bradford, its Clerk of Council, both of whom being thereunto so duly authorized, as of the day and year first above written.

CITY OF LYNCHBURG

By

Robert D. Morrison  
its City Manager

SEAL  
ATTEST:

Owen L. Bradford  
its Clerk of Council

STATE OF VIRGINIA

CITY OF LYNCHBURG, to-wit:

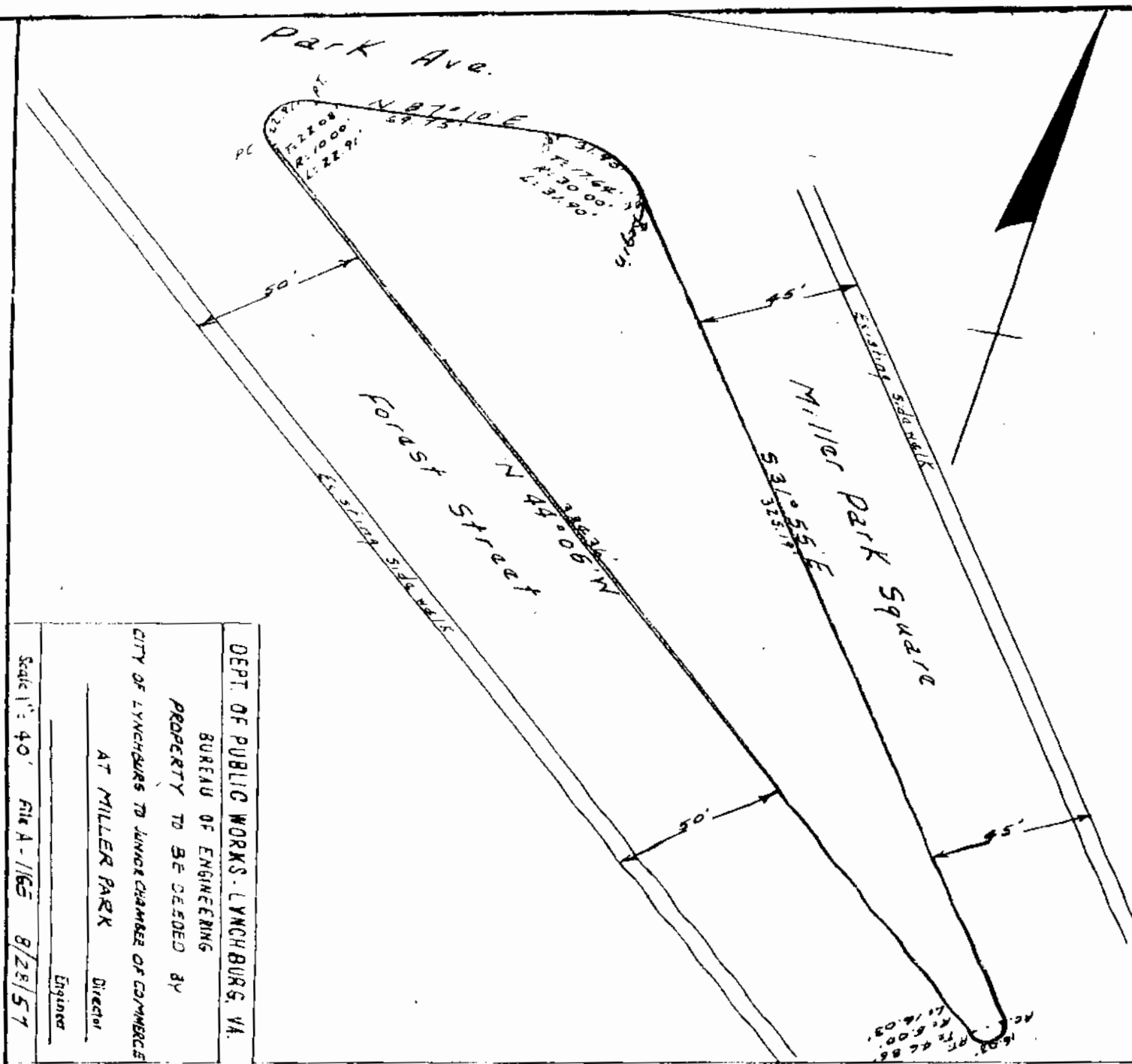
I, Bessie B. Sneed, a Notary Public in and for the City of Lynchburg, in the State of Virginia, do hereby certify that ROBERT D. MORRISON and OWEN L. BRADFORD, whose names as City Manager and Clerk of Council, respectively, of the City of Lynchburg, are signed to the foregoing writing, bearing date the 31<sup>st</sup> day of August, 1957, have acknowledged the same before me in my City and State aforesaid.

My commission expires the 28<sup>th</sup> day of August, 1961.

Given under my hand this 13<sup>th</sup> day of September, 1957.

Bessie B. Sneed  
Notary Public





APPROVED AND FORWARDED:  
 \_\_\_\_\_  
 City Engineer  
 APPROVED AND FORWARDED:  
 \_\_\_\_\_  
 City Director